

Exhibit 12: Extension of Closing Date

EXTENSION OF CLOSING DATE AGREEMENT

THIS EXTENSION OF CLOSING DATE AGREEMENT is made and entered into by and between **The Express Gas Pipeline, LP**, a Texas Limited Partnership acting by and through its sole general partner, **The Express Gas Pipeline Connection, LLC**, hereinafter called “Seller,” **Longbranch Energy, LP**, a Texas Limited Partnership acting by and through its sole general Partner, **Darin Borders, Inc.**, hereinafter called “Purchaser”, and **Larry M. Wright, Hagan Cohle and Frank D. Moore**, the Managers of **Black Duck Properties, LLC**, hereinafter called “Assignee”, upon the terms, provisions and conditions set forth herein below, to-wit:

RECITALS

WHEREAS, on the 19th day of February, 2016, Seller and Purchaser finalized the execution of that certain Purchase and Sale Agreement for the sale and purchase Seller's ownership interest in certain pipe and related facilities as described in the Purchase and Sale Agreement; and

WHEREAS, on the 19th day of April, 2016, Seller and Purchaser executed an Amendment to Purchase and Sale Agreement (the “First Amendment”), which First Amendment was executed, but never funded; and

WHEREAS, on the 20th day of April, 2016, Seller and Purchaser executed a Second Amendment to Purchase and Sale Agreement (the “Second Amendment”), wherein Seller and Purchaser modified Sections 3 and 7 of the original Purchase and Sale Agreement; and

WHEREAS, in June of 2016, Purchaser assigned its interest in the Purchase and Sale Agreement to **Black Duck Properties, LLC**; and

WHEREAS, on September 14, 2016, Seller, Purchaser and Assignee executed that certain Third Amendment to Purchase and Sale Agreement, wherein the parties modified a portion of Section 3 of the original Purchase and Sale Agreement; and

WHEREAS, Seller, Purchaser and Assignee stipulate, acknowledge and agree that, at the time this Extension of Closing Date Agreement is executed, the closing of the transaction contemplated by the Purchase and Sale Agreement is set for July 14, 2017; and

WHEREAS, Seller, Purchaser and Assignee stipulate, acknowledge and agree that, at the time this Extension of Closing Date Agreement is executed, Longbranch and/or Assignee have paid to Seller the sum of \$925,000.00, which payments constitute earnest money payments and which payments have been forfeited by Assignee, as said payments were non-refundable; and

WHEREAS, Seller, Purchaser and Assignee have elected to extend the Closing Date so as to permit Assignee the opportunity to complete additional due diligence as per the request of Assignee.

NOW, THEREFORE, for and in consideration of the sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$250,000.00)**, which sum shall be non-refundable and which sum is to be applied against the remaining purchase price of \$4,075,000.00 due as of the date of the execution of this Agreement, in hand paid by Assignee to Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, Purchaser and Assignee hereby agree, as follows:

1. The Closing Date now scheduled for Friday, July 14, 2017, shall be extended to Monday, August 14, 2017, at 2:00 p.m., CST, in the offices of the Palmer Law Firm, Inc. in Marshall, Harrison County, Texas. Assignee and Purchaser hereby stipulate, acknowledge and

agree that this Extension of Closing Date Agreement is being granted by Seller to Assignee at the sole and specific request of Assignee. Assignee further stipulates, acknowledges and agrees that no additional extensions shall be granted and that the closing date of Monday, August 14, 2017 (hereinafter referred to as the "Closing Date"), shall be an unconditional firm date to close.

2. Assignee shall execute this Extension of Closing Date Agreement, and provide same to Seller, on or before Friday, July 14, 2017 at 2:00 p.m., CST. Assignee shall also wire the non-refundable sum of \$250,000.00 to Seller on or before 2:00 p.m., CST, on Monday, July 17, 2017. The routing information for said wire transfer is as follows: to the attention of Wanda Woods at Frost Bank, 100 West Houston, San Antonio, Texas 78205 ABA Routing Number 114000093, account number 583850757 styled *The Express Gas Pipeline, LP*. Should Assignee fail to execute this Extension of Closing Date Agreement by 2:00 p.m., CST, on Friday, July 14, 2017 and/or should Assignee fail to wire the sum of \$250,000.00 to Seller by 2:00 p.m., CST, on Monday, July 17, 2017, the Purchase and Sale Agreement, and all amendments to same, shall terminate and any monies heretofore paid by Purchaser and/or Assignee to Seller have been forfeited to Seller.

3. Assignee hereby stipulates, acknowledges and agrees that Assignee shall owe to Seller the sum of **THREE MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$3,825,000.00)** on the Closing Date, less proration of ad valorem taxes as of the Closing Date, as contemplated in the Purchase and Sale Agreement.

4. Assignee hereby stipulates, acknowledges and agrees that all sums previously paid by Longbranch Energy, LP and/or Black Duck Properties, LLC to Seller, same being the sum of \$925,000.00, were non-refundable and have been forfeited to Seller. Assignee further stipulates,

acknowledges and agrees that the sum of \$250,000.00 being paid with the execution of this agreement shall be non-refundable and will be forfeited to Seller.

5. Assignee hereby stipulates, acknowledges and agrees that Seller has no obligation, contractual or otherwise, to perform any due diligence for or on behalf of Assignee, up to and through the Closing Date, which may include, but is not limited to, making or providing photocopies of documents, files, rights of way, easements, maps or plats; providing digital files of any of the aforementioned items; and/or providing any mapping or surveying of the current location of the pipeline located within the easements and rights of way. Assignee further stipulates, acknowledges and agrees that Seller has fully completed and fully performed its obligations to Assignee, as set forth in the Purchase and Sale Agreement and all amendments to same, subject only to Seller's execution and delivery of the final, closing documents as of the Closing Date.

6. During the extension period, same being from July 14, 2017 through August 14, 2017 (the "Extension Period"), Assignee may, at Assignee's sole cost and expense, have the opportunity to obtain digital copies of any and all right of way files in the possession of Seller located at the Palmer Law Firm, Inc., which files have previously been reviewed by Assignee's land agents. Any copies of said right of way documents shall be obtained by Assignee at Assignee's sole cost and expense and during normal business hours. Assignee shall, within five (5) days of the execution of this Extension of Closing Date Agreement, schedule a date and time with the Palmer Law Firm, Inc. to obtain digital copies of the right of way files.

7. Assignee hereby stipulates, acknowledges and agrees that the contact person for Assignee during the Extension Period shall be Larry Wright.

8. During the Extension Period, Seller shall make available Tracy LaBuff, Seller's contractor, to walk the rights of way and/or pipeline, where same is present, if necessary, with Assignee and/or its agents. Any and all expenses incurred by Assignee, including any fees incurred by Tracy LaBuff, shall be the sole and exclusive obligation of Assignee and shall be paid by Assignee prior to the Closing Date.

9. Assignee further stipulates, acknowledges and agrees that Assignee hereby releases Seller of any and all claims by Assignee for any alleged failure to provide information and/or documents, or access to information and/or documents, in the possession and/or control of Seller, up to and including the Closing Date.

10. Assignee stipulates, acknowledges and agrees that Seller presently stands ready to close the transaction contemplated by the Purchase and Sale Agreement, and any amendments to same.

11. The parties hereto further ratify, adopt and confirm the terms and conditions of the Purchase and Sale Agreement and the amendments thereto.

12. This Extension of Closing Date Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. In making proof of this document, it shall not be necessary to produce more than one such completed counterpart.

Executed this the 14th day of July, 2017.

"SELLER"
THE EXPRESS GAS PIPELINE, L.P.,
By THE EXPRESS PIPELINE
CONNECTION, L.L.C., General Partner


By: Rod C. Roberts, President of
The Express Pipeline Connection, L.L.C

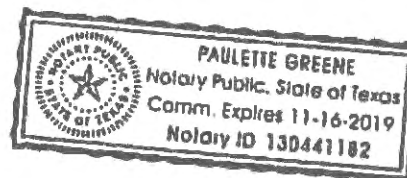
STATE OF TEXAS

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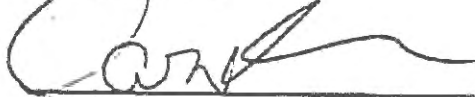
This instrument was acknowledged before me on the 14th day of July, 2017, by Rod C. Roberts, the President of The Express Pipeline Connection, L.L.C., a Texas limited liability company, the General Partner of The Express Gas Pipeline, L.P, a Texas limited partnership, on behalf of said companies.


Notary Public in and for the State of Texas



"PURCHASER"

LONGBRANCH ENERGY, L.P.
By DARIN BORDERS, INC.,
General Partner



By: Darin Borders
Title: President, Darin Borders, Inc.

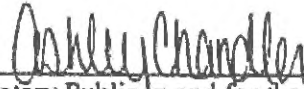
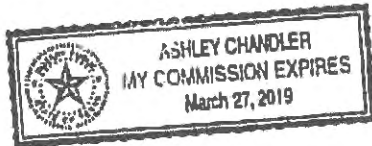
STATE OF TEXAS

COUNTY OF

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This instrument was acknowledged before me on the 14 day of July, 2017, by Darin Borders, President of Darin Borders, Inc., on behalf of Longbranch Energy, L.P., a Texas Limited Partnership.



Notary Public in and for the State of Texas

"ASSIGNEE"

BLACK DUCK PROPERTIES, L.L.C.

Larry M. Wright

By: **Larry M. Wright**
Title: **Manager**

Hagan Cohle

By: **Hagan Cohle**
Title: **Manager**

STATE OF TEXAS

COUNTY OF Comal


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This instrument was acknowledged before me on the ___ day of July, 2017, by Larry M. Wright and Hagan Cohle, two of three Managers of Black Duck Properties, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

BLACK DUCK PROPERTIES, L.L.C.

 on behalf of Daniel Moore

By: **Frank D. Moore**
Title: **Manager**

STATE OF TEXAS §
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COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of July, 2017, by Frank D. Moore, one of three Managers of Black Duck Properties, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas